the importation and sale, without violating the Constitution. *Hinson* v. *Lott*, 8 Wall U. S. 148; *License Cases*, 5 How U. S. 504. A license is for the purpose of control, supervision, or regulation of some act or thing, and not for revenue, for in such a case it is a tax. *Ash* v. *People*, 11 Mich. 347. *In re Wan Yin*, 22 Fed. Rep. 710. In the present case there was no evidence in the record that any provisions were made for the supervisiion, control, or regulation of such breweries, depots, or agencies. Therefore this assessment was a tax for revenue, outside the police powers of the state, and contrary to the interstate commerce clause of the constitution.

JUDGMENT AGAINST DECEDENT—IMPEACHMENT—ACTION BY HEIR—KAYES ET AL. V. VICKERY ET AL., 59 Pac. 628 (Kan.). *Held*, that at common law a judgment against a dead person is absolutely void and may be collaterally impeached by the heirs. Nor does it make any difference that service may have been obtained or the suit commenced before the death of the defendant.

There seems to be a wide diversity of opinion by the courts on this question. In the greater number of cases the rule appears to be that a judgment of the court rendered when one of the original parties was dead is voidable only, and can not be collaterally impeached, *Knott* v. *Taylor*, 99 N. Car. 511. In the case under discussion, the court confesses that its judgment was rendered "upon what appeared to be the reason and principle of the question and less upon the authority of the adjudged cases." There is, however, no lack of authority for this view, since in a number of states it has been held that a judgment against a decedent is absolutely void. *Life Association* v. *Fassett*, 120 Ill. 315.

LARCENY—GREEN GOODS—PEOPLE V. LIVINGSTONE, 62 N. Y. Supp. 9.—Prosecutor gave $500, with the expectation of receiving $3,000 counterfeit money. *Held*, if prosecutor parts with his property for an unlawful purpose, no prosecution for false pretenses can be sustained. *McCord* v. *People*, 46 N. Y. 470.

The court regrets that the defendant must be given a new trial and suggests that the Legislature alter the rule in *McCord v. People*, supra. There is a provision in the Penal Code for the punishment of "green goods" offenders, but prosecution under it is difficult owing to its technicalities.

LIFE INSURANCE—CONSTITUTIONAL LAW—VALIDITY OF STATUTE AFFECTING BUSINESS OF LIFE INSURANCE—MERCHANTS' LIFE ASS'N V. YOAKUM, 98 Fed. 251.—A statute in Texas allows a policy holder in a life insurance company to recover the amount of his policy and 12% interest theron, if the policy be not paid by the company within specified time after demand made. *Held*, this statute is valid and not in violation of the 14th Amendment.

The purpose of this statute is not to compel Life Insurance Companies to pay their debts, but to secure a proper degree of care on their part in writing policies. That the enactment of such a statute is but the valid exercise of the legislative power seems most reasonable. Foreign Insurance Companies, as between insurer and insured, are by far the stronger, and this statute is manifestly for the protection of the weaker. It is not an arbitrary classification, nor is it discriminative, but, in its application to all such companies, seeks only to subserve the public interests. *Railway Co.* v. *Matthews*, 165 U. S. 1; *Casualty Co.* v. *Allibone*, 90 Tex. 660, 40 S. W. 339, decide the validity of similar statutes and are in accord with the present decision.

MALICIOUS PROSECUTION—DAMAGES—PLEADING—EVIDENCE—EVINS V. METROPOLITAN ST. RY. CO., 62 N. Y. Sup. 495.—In an action for malicious prosecution and false imprisonment the complainant failed to allege any special damages to his business as a lawyer. *Held*, that it was error to admit evidence of the plaintiff's loss of business subsequent to the arrest. Goodrich, P. J., dissented.

Some courts hold that allegations of special damage must be made in the pleadings, especially where the earning power is extraordinary. *Baldwin* v.

Western R. Corp., 4 Gray (Mass.) 333; *Joslin* v. *Grand Rapids Ice Co.*, 50 Mich. 516. But it is also held that the loss of earnings and business engagements is the necessary result of personal injuries and need not be specially pleaded. *Luck* v. *Ripon*, 52 Wis. 200; *Ehrgott* v. *New York*, 96 N. Y. 264.

MARINE INSURANCE—INSURANCE ON PROFITS ON CARGO—TOTAL LOSS—ABANDONMENT—PORTION SAVED DELIVERED TO OWNERS AS PART PAYMENT—CANADA SUGAR REF. CO. v. INSURANCE CO. OF NORTH AMERICA, 20 Sup. Court Rep. 239.—Petitioners insured the profits on a cargo of sugar, against total loss only, in the Atlantic Mutual Insurance Co., and shortly afterwards took out another policy in the Insurance Co. of N. A., which is the respondent in this suit. The ship while on her voyage stranded and was abandoned to the Atlantic Co., which succeeded in saving about 300 tons of the sugar, which they sent to Montreal and turned over to the Sugar Company as part payment of their total loss policy. The other Company refused to pay, on the ground that there was not a total loss of goods. *Held*, a recovery of insurance on profits of a cargo under a policy insuring against total loss only, and valuing the profits at the sum insured, will not be prevented where the cargo was abandoned as a total loss, by the fact that other insurers of the cargo subsequently saved a portion of it, and then delivered it to the former owners in part payment, on a settlement of their liability for the total loss of the cargo.

There seems to be some doubt if the words "total loss only" will preclude the insured from recovering where there is simply a constructive total loss. Parsons considers it doubtful (*2 Parsons on Contracts 389*), *Thomson* v. *Royal Exchange Ass. Co.* 16 East 219, and contra, *Hubner* v. *Eagle Insurance Co.*, 10 Grey 131. This court, however, holds that there was a total loss as to the owners, since they had abandoned the cargo to one of the underwriters. No formal notice of abandonment was necessary, since, "Actual abandonment dispenses with formal notice."

MARRIED WOMEN'S ACT—COVERTURE—STATUTE OF LIMITATIONS—BLILER v. BOSWELL, 59 Pac. Rep. 798 (Wyo.).—*Held*, upon reason and authority a statute permitting a *feme covert* to sue and be sued alone, does not by implication do away with disability of coverture that excepts her from the statute of limitations.

The weight of authority inclines the other way. The English rule as to her separate estate, even before the Married Women's Property Act, was that the disability was removed; and undoubtedly thereafter. *In re Lady Hastings*, *35 Chan. Div. 94*; *Lowe* v. *Fox*, *15 Q. B. Div. 667*. Such is the New York rule. *Clark v. Gibbons*, *83 N. Y. 107*. Contra, Miss., Ohio, North Carolina, and Texas. The reason of the disability, it is conceived, ceases when the *feme covert* is allowed to act as a *feme sole*.

NEGLIGENCE—DEFECTIVE CONSTRUCTION—OWNER'S LIABILITY—BURKE v. IRELAND, 62 N. Y. Supp. 453.—Where the defendant hired an architect to draw plans for a building which were inherently defective, *held*, he cannot evade the liability for injury to a contractor's employe caused by its collapse, as the duty of securing a solid foundation for the building rested on the defendant, though the contractor was negligent in laying the foundation. *Vogel* v. *Mayor*, 92 N. Y. 10.

Goodrich, P. J., dissented on the ground that the failure of an architect to prepare sufficient plans cannot be imputed to his principal, unless the relation of master and servant or principal and agent exists. *Berg* v. *Parsons*, 156 N. Y. 109.

PATENTS—ANTICIPATION—PRIOR KNOWLEDGE AND USE.—WELSBACH LIGHT CO. v. AMERICAN INCANDESCENT LAMP CO. ET AL., 98 Fed. 613. *Held*, one applying for a patent in the U. S. for an invention previously made by him